

IN THE GRAND COURT OF THE CAYMAN ISLANDS

60159
CAUSE NO. OF 2016

BETWEEN:

PORT AUTHORITY OF THE CAYMAN ISLANDS
PLAINTIFF

AND

SUGAR RUSH LIMITED
DEFENDANT

WRIT OF SUMMONS

TO: Karen McKee of P.O. Box 997, Unit 11, Royal Watler Cruise Terminal, Grand Cayman KY1-1102

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

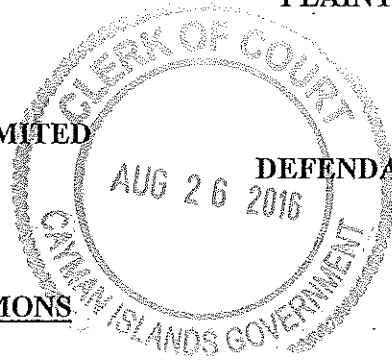
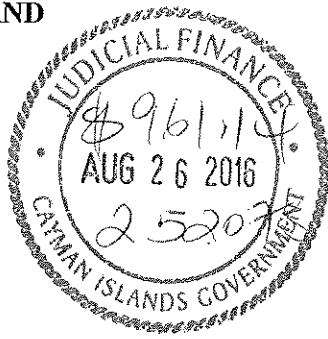
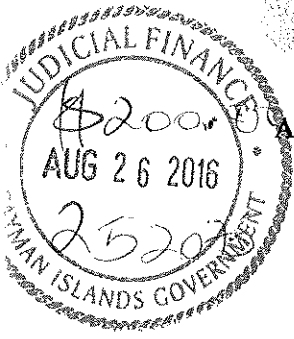
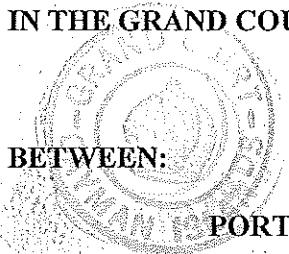
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

ISSUED this 15th day of August 2016

NOTE – This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.



STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times the Landlord of the premises situated at George Town Commercial, Block OPY, Parcel 187/17 ("the Premises").
2. The Defendant is and was at all material times the Tenant at the above Premises.
3. By a Lease ("the Lease") dated 7th December 2010 the Defendant as the Tenant and the Plaintiff as the Landlord agreed that the Defendant would let the Premises for a contractual term of five years commencing on, and including, the 7th December 2010 for an initial rent of CI\$190,000.00 per annum ("the Rent").
4. Following the expiry of the Term of the Lease on 7th December 2015 the Defendant held over in the Premises until it vacated the Premises on or around 16 June 2016. The Defendant vacated the Premises after it was served with a Notice Forfeiture by the Plaintiff. The Term of the Lease included any period of holding over (clause 1.46) and Defendant remained liable to pay the Rent during its occupation of the Premises in the period of holding over.
5. Clause 3.1 of the Lease provided that the Defendant must pay the Plaintiff the Rent in the manner set out in the Lease, and must not exercise or seek to exercise and right or claim to withhold rent or any right or claim to legal equitable set off, without any deduction or set-off.
6. Clause 7 of the Lease provided that the Rent, or any part of them, are outstanding for fourteen days after becoming due, whether formally demanded or not, the Plaintiff may at any time re-enter the Premises and thereupon the term would cease absolutely but without prejudice to any rights or remedies that may have accrued to the Plaintiff against the Defendant.
7. Since on or about October 2015 the Defendant failed to pay the Rent pursuant to the terms of the Lease and was in default of the terms of the Lease.
8. Clause 3.18 of the Lease provided that the Defendant must pay interest on any of the Rent or other sums due under the Lease that are not paid within fourteen days of the date due, whether formally demanded or not, the interest to be recoverable as rent. The Interest Rate provided for in the Lease is 3% above the base lending rate of Royal Bank of Canada in the Cayman Islands or such other bank as the Plaintiff from time to time nominated in writing, namely 7% per annum.
9. Despite demands made to the Defendant, and most recently by the Plaintiff's attorneys on 14th July 2016, the Defendant has not been paid the arrears of rent and as of today's date the arrears total the sum of CI\$110,839.97, after the deduction of Defendant's deposit of CI\$16,333.30.

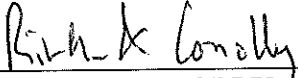
10. In addition to the arrears of Rent the Defendant also owes the sum of CI\$1,388.12 in respect of electricity charges for the month of May 2016.
11. The Defendant is therefore indebted to the Plaintiff in respect of rent arrears and electricity charges due under the terms of the Lease in the total sum of CI\$112,228.09 to-date plus accrued interest of CI\$4,390.25.
12. Interest on the above sum continues to accrue pursuant to the terms of the Lease at a rate of 7% per annum, in the daily sum of CI\$22.37 from 25th August 2016.

AND THE PLAINTIFF CLAIMS:-

1. Payment of the sum of CI\$112,228.09 together with interest on this sum as set out at paragraph 11 in the sum of CI\$4,033.31 and continuing from the date hereof at the daily rate of CI\$22.37 until payment.
2. Costs.
3. Further or other relief.

If, within the time limited for acknowledging service of these proceedings, the Defendant pays to the Plaintiff's attorneys the total amount claimed (including interest and costs) further proceedings will be stayed.

Dated the 25th day of August 2016


RITCH & CONOLLY
Attorneys at Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant, Registered Office at FCM Ltd, Unit #1-205, Governors Square, 23 Lime Tree Bay Avenue, West Bay Road, PO Box 1982, Grand Cayman, KY1-1104

BETWEEN:

PORT AUTHORITY OF THE CAYMAN ISLANDS

PLAINTIFF

AND:

SUGAR RUSH LIMITED

DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

Yes

No

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)

Yes

No

Service of the Writ is acknowledged accordingly.

(Signed)
Attorney for

Notes on address for service

Attorney: where the Defendants are represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Please complete overleaf

Endorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below

**Ritch & Conolly
Attorneys-At-Law
PO Box 1994
113 South Church Street
George Town
Grand Cayman KY1-1104**

Ref: DC/sa

Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below

Acknowledgement of service of writ of summons (0.12, r.3)

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman KY1-1106.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.